This document Prepared By and
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4000 Industrial Boulevard
Aliquippa, Pennsylvania 15001
Ron Hooker

Davidson County DEEDWARR
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Fees:33.00 Taxes:185.00
20090324-0026554

Documentary Stamp Tax:

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

KNOWN ALL MEN BY THESE PRESENTS, that **William T. Anthony and Debra Anthony** hereinafter called grantor, for $50,000.00 and the consideration hereinafter stated, do/does hereby grant, bargain, sell and convey unto **Kondaur Capital Corporation, 1100 Town and County Road #1600, Orange, CA 92868,** hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in DAVIDSON County, TN, described as follows:

All that certain parcel of land situate in the County of Davidson and State of Tennessee being known as part of Lot No. 35, Unit No. 741-A on the Plan of Deer Meadows, Phase II, as of record in Plat Book 6250 Page 280, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property as conveyed from Westport Development Company, Inc. to William T. Anthony and Debra Anthony, as described in Deed Inst. 20070604-0065881, Dated 5/31/2007, Recorded 6/4/2007 in DAVIDSON County Records.

Commonly known as 741A Flint Ridge Drive, Whites Creek, TN 37189.

This being the identical property conveyed to the GRANTOR herein by Deed from Westport Development Co., Inc. dated 05/31/2007, recorded 06/04/2007 and filed in Document Number 20070604-0065881.

COMMONLY known as: 741A FLINT RIDGE DR, WHITES CREEK, TN 37189-9250

Assessor's Parcel Number: 049150A001.00

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the even that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action stated above with respect to that certain mortgage signed on 05/31/2007, by grantor in favor of Lime Financial Services, LTD/MERS, and recorded at Document Number 20070604-0065882, real property records of DAVIDSON County, TN on 06/04/2007.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In witness whereof, the said Grantor has signed and sealed these presents the day and year first above written.

When the context requires, singular nouns and pronouns include the plural.

William T. Anthony

Debra Anthony

Signed, sealed and delivered in the presence of:

Witness Signatures:

Mary T Cobb

Mary T Cobb
Printed Name

Jan Rutledge

Jan Rutledge
Printed Name

STATE OF Georgia)

COUNTY OF Paulding) ss

The foregoing instrument was acknowledged before me this 14 day of March, 20 09, by **William T. Anthony and Debra Anthony**, who is/are personally known to me or who has/have produced GA DL Debra 059491529 William 056755320 (type of identification) as identification.

NOTARY STAMP/SEAL

SEAN KRUPA
Notary Public
Paulding County
State of Georgia
My Commission Expires Mar 4, 2013

NOTARY PUBLIC

Sean Krupa
PRINTED NAME OF NOTARY PUBLIC

My Commission Expires: March 4 2013

Address New Owner:
Kondaur Capital Corporation
1100 Town & Country Road, Ste. 1600
Orange, CA 92868

Send Tax Bills To:

Same as new owner

M+P: 049-15-0-A-001.00-CO

STATE OF TN
COUNTY OF Davidson

The actual consideration or true value, whichever is greater for this transfer is $50,000.00.

JS Cambridge
Affiant

Subscribed and sworn to before me, this the 24th Day of March 2009.

Angela Hansel
Notary

4/28/09

ANGELA HANSEL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF Georgia)
COUNTY OF Paulding)

William T. Anthony and Debra Anthony, being first duly sworn, depose and say: "That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **Kondaur Capital Corporation, 1100 Town and County Road #1600, Orange, CA 92868**, dated 3/14/07, conveying the following described property, to-wit:

All that certain parcel of land situate in the County of Davidson and State of Tennessee being known as part of Lot No. 35, Unit No. 741-A on the Plan of Deer Meadows, Phase II, as of record in Plat Book 6250 Page 280, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property as conveyed from Westport Development Company, Inc. to William T. Anthony and Debra Anthony, as described in Deed Inst. 20070604-0065881, Dated 5/31/2007, Recorded 6/4/2007 in DAVIDSON County Records.

Commonly known as 741A Flint Ridge Drive, Whites Creek, TN 37189.

Parcel ID # 049150A001.00

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to Kondaur Capital Corporation, 1100 Town and County Road #1600, Orange, CA 92868, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to Kondaur Capital Corporation, 1100 Town and County Road #1600, Orange, CA 92868, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to Kondaur Capital Corporation, 1100 Town and County Road #1600, Orange, CA 92868;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than Kondaur Capital Corporation, 1100 Town and County Road #1600, Orange, CA 92868, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is by Kondaur Capital Corporation, 1100 Town and County Road #1600, Orange, CA 92868 in agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action, in addition to other good and valuable consideration. The mortgage referred to herein was executed by the undersigned to Lime Financial Services, LTD/MERS, on 05/31/2007, and recorded at Document Number 20070604-0065882, real property records of DAVIDSON County, TN. At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of Kondaur Capital Corporation, 1100 Town and County Road #1600, Orange, CA 92868, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

Dated: 3/14/09

William T. Anthony

William T. Anthony

Debra Anthony

Debra Anthony

STATE OF Georgia)
COUNTY OF Paulding)

Subscribed and sworn to before me this 14 day of March, 2009 by **William T. Anthony and Debra Anthony.**

NOTARY STAMP/SEAL

NOTARY PUBLIC

Sean Krupa

PRINTED NAME OF NOTARY PUBLIC

My Commission Expires: March 4 2013

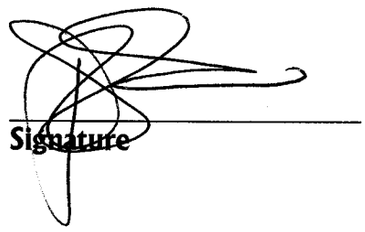
Prepared By:
ServiceLink
4000 Industrial Boulevard
Aliquippa, Pennsylvania 15001
Ron Hooker

SEAN KRUPA
Notary Public
Paulding County
State of Georgia
My Commission Expires Mar 4, 2013

Pinnacle
Title and Escrow, LLC

2109 Buena Vista Pike Nashville, TN 37218 ~ (615)256-3353 office/ (615) 256-3331 fax

I, Rachel L. Bell , do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

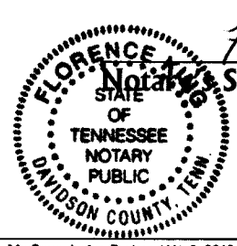


Signature

State of Tennessee

County of Davidson

Personally appeared before me, Florence King, a notary public for this county and state, Rachel L. Bell who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Florence King

Notary's Signature

MY COMMISSION EXPIRES: My Commission Expires JAN. 9, 2012